Giles v. Frey
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Exhibit A

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MITCH H. KALCHEIM

Partner, Kalcheim | S A L A H, Attorneys at Law. Litigation practice with emphasis on consumer class action litigation and other high exposure tort matters. Prior to the founding of the firm, Mr. Kalcheim was an attorney at Milberg Weiss Bershad Hynes & Lerach, LLP.

LAW PRACTICE:

Mr. Kalcheim has devoted his career to the litigation of class actions and other complex matters. He specializes in complex consumer cases. Mr. Kalcheim's cases have almost without exception involved multinational companies, including several domestic Fortune 100 Companies. He has represented millions of defrauded consumers. Mr. Kalcheim's experiences cover all phases of litigation.

BACKGROUND AND EDUCATION:

Military Service:	U.S. Navy	*1983-1985*
College:	Cornell University B.S. Labor Relations	*1990*
Law School:	Loyola Law School	*1993*
State Bar Admittance:	California and New York (inactive)	

PROFESSIONAL AFFILIATIONS:

- American Bar Association
- State Ethics and Management Section of the California State Bar, *Member*
- Los Angeles Trial Lawyers Association, *Member*
- Los Angeles County Bar Association, *Member*
- Consumer Attorneys of California, *Member*

SAMPLE CASES

Kalcheim Salah has acted as either Lead Counsel or Co Lead Counsel in the below listed Class and Representative Actions.

Lampone v. Avis Rent a Car, Inc. et al.,
Los Angeles Superior Court Case No. BC 226584

Case brought on behalf of California consumers alleging that Avis's Rental Agreement, with regard to its fuel charges, was "confusing and misleading" and contrary to "fundamental rules of honesty and fair dealing." Per the Settlement, Avis was required to revamp its disclosures so consumers could understand their refueling options; and Avis was required to post signs setting forth in simple terms its refueling options and the price of each option.

Hansell, et al. v. Zurich American Insurance Company,
Los Angeles Superior Court Case No. BC 253413

This case was filed on behalf of Zurich employees who were unpaid for overtime hours they worked. The case was finally settled in mediation after months of litigation. The settlement created a common fund of $1.85 million. Each class member received $45 for each week worked.

Extensis, Inc. v. Hewlett Packard Company,
Middlesex County Superior Court No. L6843-01

This case was brought on behalf of persons who purchased Hewlett-Packard Laser Jet printer models HP 1100 series, 5L, 6L, 3100, 3150, manufactured between September 1, 1995, and June 30, 2000, to recover for a defect in those models. This defect, which is known as the "Multifeed Problem" caused prints to feed multiple sheets of paper at a time, cause paper jams, or not print documents at all. According to the Settlement Agreement, different classes of persons received different refund amounts, based on their printer model, whether they had repaired their printer, and whether they had documentation for the repair or not.

Heller v. Circle K, Inc.,
Los Angeles Superior Court Case No. BC 293823

This case was brought on behalf of all California consumers alleging that Circle K unlawfully imposed California sales taxes on non-taxable beverages, such as Gatorade, Hi-C, and Icee. According to California tax laws, non-carbonated beverages should not be assessed tax. During the course of the litigation, Plaintiff's counsel successfully moved for an Injunction to halt this unlawful practice. Thereafter, as settlement created a fluid recovery (price rollback) to return monies to affected consumers.

Gordon v. Dollar Rent-a-Car,
Los Angeles Superior Court Case No. BC 226757

This case gave $9 million worth of vehicle upgrade certificates to people who rented cars from Dollar in California between June 20, 1998, and June 30, 2003, who were forced to pay a fuel charge. As part fo the settlement, Dollar agreed to amend its rental policies to clarify the disclosure of the fuel charge.

Plattner v. Stations Casinos, Inc., et al.,
Los Angeles Superior Court Case No. BC 295056

This case gave class members prospective relief valued at $10,000,000. The class consisted of all persons in the United States who stayed at any hotel that was owned and/or managed by Stations Casinos, Inc. during the time period of April 1, 2001 through June 30, 2003. Plaintiff alleged that Defendants failed to properly disclose certain mandatory surcharges, such as, Energy Surcharges and Telephone Surcharges. Defendants agreed to change their policies and institute a full disclosure notification regarding the Telephone and/or Energy Surcharge. In addition, Defendants agreed to distribute coupons worth $5.50 to each class member, the coupons were fully transferrable and were mailed directly to the approximately 737,000 class members.

Kim v. ExxonMobil, et al.
Los Angeles Superior Court Case No. BC285091

This class action case was brought on behalf of all California consumers alleging that Exxon outlets in California unlawfully imposed California sales taxes on non-taxable fountain beverages. According to California tax laws, non-carbonated beverages are not subject to retail sales tax. As part of the Settlement Defendants agreed to stop their unlawful practice of charging tax on non-carbonated fountain beverages. The value of the settlement in cases similar to this have been valued at well over $2 million.

Feld v. Circus Circus
Los Angeles Superior Court Case No. BC294454

A tentative settlement has been reached in this matter. This class action was brought on behalf of a nationwide class of consumers who booked a room at Circus Circus through Circus Circus' phone reservation system or website, stayed at Circus Circus and was charged an undisclosed Telephone Surcharge. As a result of the lawsuit and as part of the settlement, Defendant agreed to change their policy regarding the disclosure of the Telephone Surcharge. In addition, Defendant has agreed to issue coupons to all class members equivalent to the amount the class member was charged in Telephone Surcharge(s) during the class period.

Feld v. KSL, et al.

Los Angeles Superior Court Case No. BC321565
Coordinated with Gray v. KSL, et al., Riverside Superior Court Case No. INC040908

This case, which is pending final approval of the class settlement, was brought on behalf of all consumers who stayed at a KSL branded resort and paid the hotel property an undisclosed resort fee. Defendant agreed to provide notice to all class members through direct mailing. Class members will be entitled to two certificates each entitling the class member to a discount ranging of $8.00 - $18.50 depending upon the amount of the resort fee(s) that they paid during the class period. In addition, Defendant has instituted a policy and practice of full disclosure to guests of the resort fees.

Argyropoulos v. HomEq Servicing Corporation

Los Angeles Superior Court Case No. BC 332498

This case is currently being litigated by Kalcheim Salah. This is a class action brought by Plaintiff on behalf of a nationwide class of consumers consisting of all persons who are the debtors on loans serviced by defendant HomEq Servicing Corporation and who, during the period beginning April 26, 2001, were improperly charged late fees by HomEq although their loan payments were received by the Company before the date on which HomEq was entitled to impose those fees. Plaintiff alleges that HomEq fails to properly process and credit loan payments in a timely manner resulting in improper late charges being assessed on consumers.

Montgomery v. Dell Inc., et al., Judicial Council Coordination Proceeding "Computer Service Tax Cases"

Judicial Council Coordination Proceeding No. 4442

This case is currently being litigated by Kalcheim Salah. This class action brought against Dell Inc. on behalf of all California consumers who during the period beginning June 13, 2001, purchased a product from Dell and purchased an optional service contract or agreement to cover the product and who paid sales tax upon said optional service contract or agreement. Plaintiff alleges that it is unlawful under California law to charge sales tax on option service contract and by doing so Dell has violated California consumer protection laws. This case is pending the San Francisco Superior Court.